

City of Scottsbluff, Nebraska

Monday, May 6, 2019

Regular Meeting

Item Reports2

Council to consider approving the agreement with Earl W. Johnson as Campground host for the Riverside Park Campground and authorize the Mayor to execute the agreement.

Staff Contact: Rick Deeds, Park Superintendent

AGREEMENT

This Agreement is made on _____, 2019, between the City of Scottsbluff, Nebraska (the "City") and Earl W. Johnson (the "Manager").

Recitals:

- a. The City owns and operates a campground and kayak rental in Riverside Park, 1600 South Beltline Highway West, Scottsbluff (the "Campground").
- b. The City is in need of a campground host and manager for the Campground and the Manager is willing to act as a host and manage the Campground as provided for in this Agreement.

Agreement:

1. Manager Responsibilities:

The Manager shall be responsible for the general management and kayak rental of the Campground during the Term (as described below and all of which shall be referred to as "Manager's responsibilities") and in so doing, will report to the City's Park Supervisor or their designate (the "Supervisor"). In managing the Campground, the Manager shall be responsible for the following:

- a. Completion and collection of Campground Registration Forms and kayak rentals to include name, address and zip code for future marketing purposes.
- b. Completing a daily cash receipts and turning over registration and kayak rental proceeds to the Supervisor weekly.
- c. Enforcement of Campground rules and regulations.
- d. Care and upkeep of the Campground and kayaks to include trash clean up, fire ring cleaning, branch and twig removal, inspecting kayaks to determine whether there are any apparent defects and accounting for all kayaks in use, watering grass and trees, changing fuses, unclogging minor sewer backups, and chemically treating the drain field as needed.
- e. Daily cleaning, disinfecting and stocking of the Campground restroom/shower facilities.
- f. Customer service duties including providing directions to and information on, various tourist attractions, restaurants and recreational opportunities in the area.
- g. Reporting to the Supervisor any and all maintenance items that are not able to be completed by the Manager.

h. Reporting to the City Police Department any theft or damage of City property or unwanted behavior within the Campground that may cause a potential health or safety hazard to those in and around the Campground.

i. Any other management responsibilities as reasonably assigned by the Supervisor.

2. Term:

This Agreement shall be effective as of May 1, 2019 and shall continue until September 28, 2019 (the "Term"). The City may, however, terminate this Agreement immediately in the event that the Manager:

a. Acts with gross negligence or willful misconduct in connection with the performance of the Manager's responsibilities;

b. Defaults in the performance of the Manager's responsibilities and has not corrected the default within 15 days of receipt of written notice to do so;

c. Acts against the best interests of the City in any material respect or commits a material act of fraud against the City;

d. Is convicted of a felony or an offense involving controlled substances, or is determined to be under the influence of alcohol or illegal controlled substances while performing the Manager's responsibilities;

e. Has been found to have a material substance abuse problem;

f. Is no longer needed to host the Campground for reasons decided solely by the City.

3. Compensation:

As consideration for the services to be provided under this Agreement, Manager shall be paid \$ 1,000.00 per month. Except for the last month, this amount shall be payable on or before the 15th day of the month after which services are rendered and shall be prorated for partial months based on a thirty (30) day month. For the last month, payment will be made after September 28th or the end of the Term.

4. Living Quarters:

The Manager shall provide the Manager's own living quarters (camper or comparable alternative) at the Campground. As part of the consideration for this Agreement, the City will provide to the Manager space for the Manager's living quarters at no charge to the Manager. Although the Manager is not required to spend all of the Manager's time at the Campground, the Manager must be at the Campground a sufficient amount of time to perform the Manager's

responsibilities in a timely manner. Absences in excess of one day, however, must be approved in advance by the Supervisor and the Manager shall be responsible for providing coverage during the Manager's absence or arranging coverage with the Supervisor.

5. Independent Contractor Status:

The Manager shall be considered as an independent contractor with respect to the City. The Manager compensation will be as set forth in this Agreement and will not include any benefits of any type which are payable to City employees. The City shall have no right to control the hours of work or the manner of performing the Manager's responsibilities under this Agreement. The Manager does, however, agree to provide the Manager's responsibilities in a timely manner.

6. Miscellaneous:

- a. In the event that the Manager has any employees which are required to be covered by Workmen's Compensation Insurance, the Manager shall obtain appropriate insurance and provide proof of insurance to the City. In addition Manager agrees to carry public liability insurance in an amount of not less than \$500,000.00 per occurrence with the insurance showing the City as an additional insured. The Manager agrees to provide a certificate of insurance to the City.
- b. This Agreement is and shall be personal to the Manager and may not be assigned by the Manager.
- c. This Agreement is the entire agreement of the parties concerning its subject matter, and may not be changed or amended except in writing.
- d. This Agreement may be executed in one or more counterparts, each of which may be considered as an original.
- e. This Agreement will be construed and enforced according to the laws of Nebraska.
- f. The City's waiver of a breach of any provision of this Agreement shall not be construed to be a waiver of any subsequent breach.
- g. This Agreement is binding upon the parties and their respective successors.
- h. The provisions of this Agreement are severable. The invalidity of any provision shall not affect the validity of any other provision.

[SIGNATURE PAGE WILL FOLLOW]

City of Scottsbluff, Nebraska

By: _____
Mayor

Earl W. Johnson
Earl W. Johnson

Attest:

City Clerk